


**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 4/21/2005

Division: Management Services _____

Bulk Item: Yes X No _____

Department: Administrative Services, OMB/Purchasing

Staff Contact Person: Lisa Ernst Cherry 

AGENDA ITEM WORDING:

Approval to award bid and enter into a contract with Buccaneer Courier for Monroe County courier service.

ITEM BACKGROUND:

On March 1, 2005 the Purchasing Office opened sealed bids for courier service, see attached bid tabulation sheet.

PREVIOUS RELEVANT BOCC ACTION:

On February 19, 2003 the BOCC approved to renew contract with Buccaneer Courier for courier service for a two-year period.

CONTRACT/AGREEMENT CHANGES:

New Contract.

STAFF RECOMMENDATIONS:

Approve.

TOTAL COST: \$69,120.00

BUDGETED: Yes X No _____

COST TO HEALTH DEPT. : \$6,480.00

SOURCE OF FUNDS: STATE

COST TO COUNTY: \$62,640.00


SOURCE OF FUNDS: AD VALOREM

REVENUE PRODUCING: Yes _____ No X

AMOUNT PER MONTH _____ **Year** _____

APPROVED BY: County Atty _____ OMB/Purchasing _____ Risk Management _____

DIVISION DIRECTOR APPROVAL: _____


for SHEILA A. BARKER

DOCUMENTATION: Included X

Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Buccaneer Courier Contract #
 Effective Date: March 15 2005
 Expiration Date: March 15 2006
 Contract Purpose/Description:
Courier services for Monroe County.

Contract Manager: Lisa Ernst Cherry 4466 Administrative Services -
 (Name) (Ext.) OMB/Purchasing, Stop #1
 (Department/Stop #)
 for BOCC meeting on 4/21/2005 Agenda Deadline: April 4, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ 69,120.00 Current Year Portion: \$ 34,560.00
 Budgeted? Yes ☒ No ☐ Account Codes: 001-06001-530-340-
 Grant: \$ - - - - -
 County Match: \$ - - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$200.00/yr For: bags, tags, repairs to lock boxes
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>3/18/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-17-05</u>
Risk Management	<u>3-17-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-17-05</u>
O.M.B./Purchasing	<u>3/15/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/15/05</u>
County Attorney	<u>3/10/05</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>3/11/05</u>

Comments: In the future, all terms should be merged into 1 contract document & not a bunch of attachments - Besides Exhibit A as recited in contract # 2 sets forth location, & per #3 sets forth contract sum but there is no Exhibit A.

ADMINISTRATIVE SERVICES DEPARTMENT

**PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: MARCH 1, 2005 AT 11:00 AM

TITLE: COURIER SERVICES FOR MONROE COUNTY

RESPONDENT	COST PER STOP	ANNUAL COST
BUCCANEER COURIER	\$180.00	\$69,120.00

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office
Members of the Public Present: William Kaestner - Buccaneer Courier.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

BID FORM

**BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O PURCHASING DEPARTMENT
GATO BUILDING ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040**

BID FROM: Buccaneer Courier
P.O. Box 430763
Big Pine Key FL 33043
305-872-0015

The undersigned, having carefully examined the work, specifications, proposal, and addenda thereto and other Contract Documents for the services of:

COURIER SERVICE

The Contractor, in submitting the foregoing bid, agrees to comply with all contract specification documents.

One Hundred, Eighty Dollars \$ 180.00 per stop per month.
Amount in Writing Amount in Numbers

Sixty-nine Thousand, One \$ 69,120.00 per year.
Hundred Twenty

I acknowledge receipt of Addenda No. (s) _____.
I have included page 33 through 36 of the Bid Proposal which entails the Proposal Form _____, the Non-Collusion Affidavit _____, and the Lobbying and Conflict of Interest Clause _____, and the Drug Free Workplace Form _____. In addition, I have included a current copy of, Monroe County Occupation License _____, Insurance Agents Statement _____, and all requirements as stated in Section One, Article 1.04 Paragraphs A through D.

(Check mark items above, as a reminder that they are included.)

Mailing Address: P.O. Box 430763 Telephone: 305-872-0015
Big Pine Key FL 33043 Fax: _____

Date: 2/28/15

Signed: _____

Witness: _____

(Seal)

Joanne Kaestner dba Buccaneer Courier
(Name)

Owner
(Title)

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Bucaneer Courier warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Joanne Kaestner
(signature)
Date: 2/28/05

STATE OF FLORIDA
COUNTY OF MONROE

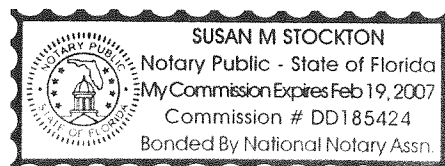
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Joanne Kaestner who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 28th day of February, 2005.

NOTARY PUBLIC

My commission expires: 19 February 2007

OMB - MCP FORM #4



NON-COLLUSION AFFIDAVIT

I, JOANNE KAESTNER of the city of Big Pine Key
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am JOANNE KAESTNER
of the firm of BUCCANEER COURIER

the bidder making the Proposal for the project described in the Notice for Calling for bids for:

COURIER SERVICE BID-PUR-60-305-0-2005-LE

and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Joanne Kaestner
(Signature of Bidder)

2/28/05
(Date)

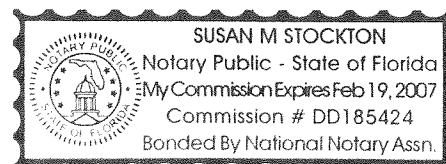
STATE OF: FLORIDA

COUNTY OF: MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Joanne Kaestner
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided
above on this 28th day of February 2005.

Susan M Stockton
NOTARY PUBLIC

My Commission Expires: 19 Feb 2007



NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____

the bidder making the Proposal for the project described in the Notice for Calling for bids for:

_____ and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Joanne Kaestner
(Signature of Bidder)

2/28/05
(Date)

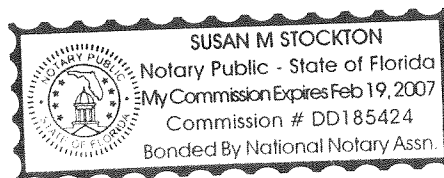
STATE OF: FLORIDA

COUNTY OF: MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Joanne Kaestner
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided
above on this 28th day of February, 2005.

Susan M Stockton
NOTARY PUBLIC

My Commission Expires: 19 Feb 2007



☐*

2004-2005

MONROE OCCUPATIONAL TAX
STATE OF FLORIDA

ACCOUNT 29240-00658
EXPIRES SEPT. 30, 200

FACILITIES
OR
MACHINES

ROOMS

SEATS

EMPLOYEES

MUST BE DISPLAYED IN CONSPICUOUS PLACE

TYPE OF
BUSINESS

29240 MOBILE MAIL & OFFICE SUP COURT

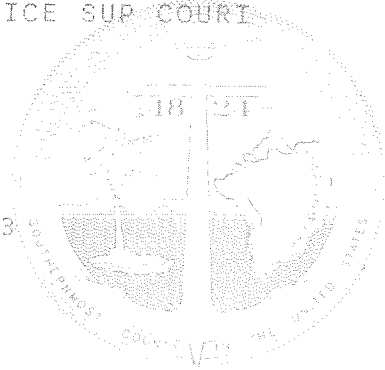
BUSINESS
ADDRESS

MOBILE MONROE
00 - COUNTY OF MONROE

NAME
MAILING
ADDRESS

BUCCANEER COURIER
KAESTNER JOANNE
PO BOX 430763
BIG PINE KEY FL

33043



SUPPLEMENTAL
RENEWAL
NEW TAX
TRANSFER
ORIGINAL TAX

AMOUNT
PENALTY
COLLECTION COST
TOTAL

DANISE D. HENRIQUEZ
TAX COLLECTOR
5100371.0001 of 0001
DATE 9/16/04
Paid 25.00

THIS BECOMES A TAX DANISE D. HENRIQUEZ TAX COLLECTOR
RECEIPT WHEN VALIDATED PO BOX 1129, KEY WEST FL 33041-1129

THIS IS ONLY A TAX. YOU MUST
MEET ALL COUNTY AND/OR
MUNICIPALITY PLANNING AND
ZONING REQUIREMENTS.

0000000000 0000002500 0000292400065882 1001 4

References

Sands of the Keys
George Sands
87899 U S Hwy. 1
Tavernier, FL 33036
305-852-4378

Delivery of all toner for 9 years

Hospice/VNA of Fl Keys
1319 William St.
Key West, FL 33040
305-294-8812

Delivery of interoffice paperwork
for 9 years

Clear Channel
Maryanne Gibbons
93500 Overseas Hwy.
Tavernier, FL 33036
305-852-9085

Delivery of interoffice paperwork
for 9 years

Car Parts Auto
Chris Parenti
22 First Avenue
Rock Harbor, FL 33037
305-852-4336

Delivery of auto parts for 9 years

Coldwell Banker Schmidt Realty
D D
11100 Overseas Hwy.
Marathon, FL 33050
305-743-5181

Delivery of interoffice mail for 2 years

Makepeace Office Supply
Elaine
202 107th Street
Marathon, FL 33050
305-743-5640

Delivery of office supplies for 5 years

Buccaneer Courier has been owned and operated by Joanne and William Kaestner for the past seven years. Prior to purchasing the business, we operated it for two years.

In the past nine years, we have never missed a work day. We close only on national holidays and when Monroe County and other business offices are closed. The Monday following Hurricane Georges we were operational.

CONTRACT FOR COURIER SERVICE

THIS AGREEMENT, made and entered into this 15th day of March, 2005, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes call the "owner"), and Buccaneer Courier, (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the RFP, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

2. SCOPE OF THE WORK

The Contractor shall provide courier service as specified.

Locations to be serviced see Exhibit A.

Times specified in Exhibit A for pick up and deliveries by Contractor are approximate with the exception of the locations in Key West which remain firm.

Deliveries – Deliveries to Stop #1 made will include opening the bags and distributing mail in department mail boxes in the Mailroom. Pick up and delivery is required Monday through Friday with the exception of holidays. A list of holidays will be provided to the Contractor and the Contractor will be notified should changes to the list occur. Deliveries to all locations en route from the Key Largo area west (south) to Key West Gato Building and including Monroe County Courthouse and Harvey Government Building, Key West will be made prior to 8:00 AM daily. Daily service will be available when needed from Key Largo to Key West with delivery in the afternoon.

Materials to be transported. Contractor will be required to transport mail, cash, computer printouts, office supplies, etc. contained in colored courier bags and general office supplies so long as they are boxed, sealed and weigh no more than 50 pounds per box. Boxes being used for the transportation of copy machine paper and general office supplies may be no longer than 18" wide, 15" deep and 10th high.

Provision of Lock Boxes. Lock boxes for the purpose of temporarily storing items until such time as they are picked up by Contractor will be installed at each location. Exceptions: Stop #1 through Stop #8 will not need a lock box as they are serviced during normal office hours. Owner will be responsible for the purchase of Lock Boxes to be installed at each location serviced, and such purchases will be made in accordance with Monroe County Purchasing Policies and Procedures. Lock Boxes will be a minimum of 24" wide, 17" deep and 48" high.

Provision of mail bags. Mail bags are to be used as the transportation media of choice and are to be provided by Owner. Mail bags being used for transportation may be no larger than 18" wide, 5" deep and 30" high.

Safety and Protection

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

All employees on the work site and other persons and organizations who may be affected thereby;
All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

Indemnification

To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court costs) arising out of or resulting from the performance of the work, provided that

any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or person or organization directly or indirectly employed by the Contractor to perform or furnish any of the work or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such part.

In any and all claims against the Owner or any of the Owner's consultants, agents or employees by any employee of the Contractor, or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by and limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or other person or organization under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts.

3. THE CONTRACT SUM

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve (12) months. The Contractor shall invoice the County monthly for services rendered in accordance with the rates of \$180.00 per month, per courier stop.

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

5. TERM OF CONTRACT/RENEWAL

This contract shall be for a period of one (1) year, commencing March 15, 2005 and terminating March 15, 2006. The County shall have the option to renew this agreement after the first year, and each succeeding year, for three additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

6. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

7. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

8. ASSURANCE AGAINST DISCRIMINATION

a) Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

b) Interpretation, Costs, and Fees:

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

c) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

e) Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

f) Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

g) Claims for Federal or State Aid. Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

i) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) Nondiscrimination. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the

date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) **Covenant of No Interest.** County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) **No Solicitation/Payment.** The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) **Public Access.** The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

o) **Non-Waiver of Immunity.** Notwithstanding he provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

q) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the

constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

r) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

s) **Attestations.** Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

u) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

v) **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

9. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

10. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

11. INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

12. FUNDING AVAILABILITY

In the event that funds from Purchasing Office Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

13. PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider

shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Monroe County Purchasing Office
1100 Simonton Street
Suite 2-213
Key West, FL 33040

FOR CONTRACTOR
Buccaneer Courier
PO Box 430763
Big Pine Key, FL 33043

14. CANCELTION

The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.

Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

15. GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

16. CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

(SEAL)
Attest:

CONTRACTOR

By: _____
WITNESS

By: _____

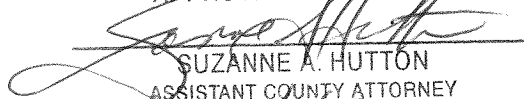
Title: _____

Title: _____

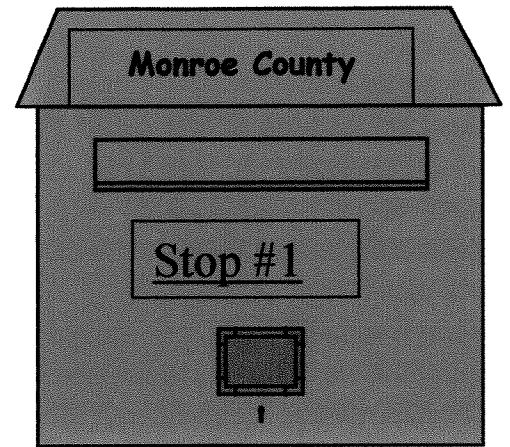
By: _____

Title: _____
WITNESS

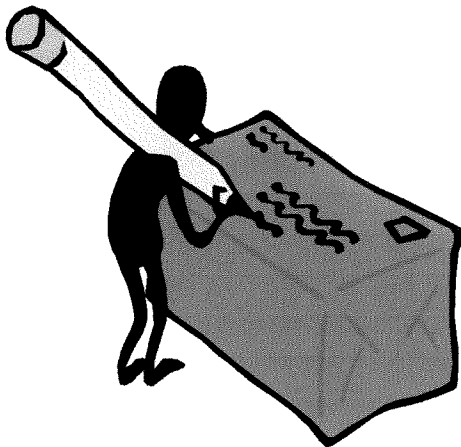
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 3/11/03

They forgot to
put their bags
out last night!



Courier Stop List



I forgot
the stop
number...

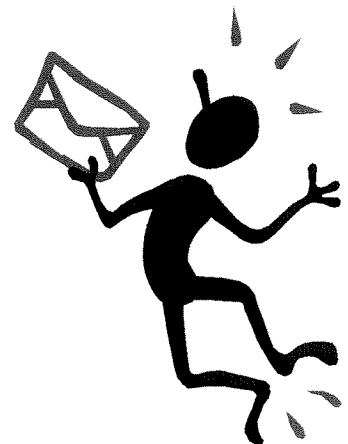


EXHIBIT A
(32 Courier Stops)

Monroe County Courier Service Stops

STOP #1

The Historic Gato Cigar Factory
1100 Simonton Street
The Mail Room
Key West, Florida 33040

OUT TO KEY WEST
10:45 AM and 2:30 PM
OUT TO KEYS NORTH
5:00 PM
from Keys North to Key West
8:00 AM

CAD
SAF
ART
GRP
WKC
PER
OMB
PUR
GRT
CDF
CSD
EXS
SSD
PWD
CMD
ENG
SWM
ART

County Administrator
Safety Office
Monroe Council of the Arts
Group Insurance
Workers Compensation
Personnel Office
Budget Office
Purchasing Office
Grants Office
Code Enforcement
Community Service Division
Extension Services
Social Services Dept.
Public Works Division
Construction Management
Engineering Department
Solid Waste Management
Monroe Council of the Arts

STOP #2

Monroe County Health Dept.
The Historic Gato Cigar Factory
1100 Simonton Street, 1st Floor
Key West, Florida 33040

DOH

Department Of Health

STOP #2 A

Monroe County
Health Care Center (Depoo Hospital)
Kennedy Drive
Key West, Florida 33040

DOH

Department Of Health

STOP #2 B

Monroe County
Roosevelt Sands Center
Olivia Street
Key West, Florida 33040

DOH

Department Of Health

STOP #3

1201 White Street, Suite 102
Key West, Florida 33040

TDC

Tourist Development Council

STOP #4

3583 S. Roosevelt Blvd.
Key West, Florida 33040

FMS
PFM
RDS

Fleet Management Service
Public Facility Maintenance
Road Department

STOP #5

3491 S. Roosevelt Blvd.
Key West, Florida 33040

APK

Airport Director's Office

STOP #5-B

The Harvey Govt. Center
located in the Historic Truman Building
1200 Truman Avenue
Key West, Florida 33040

TSD
VAD
TAX
LAT

Technical Services Dept.
Veteran Affairs Dept.
Tax Collector, 1st floor
Land Authority

STOP #6

700 Fleming Street
Key West, Florida 33040

LIB

Key West Library

STOP #7

502 Whitehead Street
Key West, Florida 33040

CAY
RSK
SPE
MCC

County Attorney
Risk Management
Commissioner Spehar
Commissioner McCoy

STOP #8

Monroe County Courthouse
500 Whitehead Street
Key West, Florida 33040

CTA
CLK
PAO
FIN
PAY
SOE
STA

Court Administrator
Clerk of the Courts
Property Appraiser Office
Finance Department
Payroll Department
Supervisor of Elections
State Attorney

STOP #9

5:10 PM
Monroe County Bayshore Manor
5200 College Road
Key West, FL 33040

SSB

Bayshore Manor

STOP #9 B

5:10 PM
Juvenile Justice Building
5503 College Road
Key West, FL 33040

SHF
BLD
NDF
MPC
GAL
PTS

Sheriff Dept.
Building Dept. (RM #2030)
New Detention Facility
Marine Projects (RM #2024)
Guardian Ad Litem
Pre-Trail Services

STOP #10

5:40 PM
Cudjoe Key
Transfer Station
MM #21.5
Blimp Road
Cudjoe Key, Florida 33042

HAZ

Hazardous Waste
Transfer Station

STOP #10-A

(last stop on way back)

#25 Ships Way

Big Pine Key, FL 33043

NUG

Commissioner Neugent

STOP #10-B

6:00 PM

Big Pine Key Library

Big Pine Key Shopping Center

213 Key Deer Blvd.

Big Pine Key, FL 33043

LIB

FIR

Big Pine Key Library

Big Pine Key Fire Rescue

STOP #11

6:30 PM

Monroe County Regional Service Ctr.

2798 Overseas Highway, MM 47.5 (gulf)

Marathon, Florida 33050

GMD

BLD

PLN

MRD

EVR

CDF

PFM

PAO

EXS

EMC

Growth Management

Building Dept.

Planning Dept.

Marine Resources

Environmental Resources

Code Enforcement

Facility Maint. (Bldg. Super.)

Property Appraiser Office

Extension Service

Emergency Communications

STOP #12

6:35 PM

Marathon Sheriff's Office

3101 Overseas Highway, MM 48 (ocean)

Marathon, Florida 33050

SHF

CTH

TAX

CLK

Sheriff's Department

Courthouse

Tax Collector

Clerk

STOP #13

6:40 PM

Marathon Library

3251 Overseas Highway, MM 48 (ocean)

Marathon, Florida 33050

LIB

Marathon Library

STOP #14

6:50 PM

Marathon Government Annex
490 63rd Street (ocean)
Marathon, Florida 33050

FMD
EMS
EMG
FRD
SSD
VAD
TRS
SOE

Fire Marshall
Emergency Medical Services
Emergency Management
Fire Rescue
Social Services
Veteran Affairs
Translator
Supervisor of Elections

STOP #15

7:00 PM

Marathon Airport
9000 Overseas Highway, MM 51.5
Marathon, Florida 33050

APM
PSD
HRS
RIC

Airport Manager's Office
Public Safety Division Office
Health Department
Commissioner Rice

STOP #16

7:10 PM

Marathon Public Works
10600 Aviation Blvd.
Marathon, Florida 33050

RDS
PFM
ENG
FMS

Road Department
Facility Maintenance
Engineering
Fleet Management Service

STOP# 17

7:35 PM

Long Key
Transfer Station
MM 68 U.S. #1 (gulf)
Long Key, Florida 33001

Transfer Station only

STOP #18

7:50PM

Islamorada Library
MM 81.5 U.S. #1 (gulf)
Islamorada, Florida 33036

LIB

Islamorada Library

STOP #19

8:10 PM

Plantation Key Public Works

186 Key Heights Dr, MM 88-89 (gulf)

Plantation Key, Florida 33070

HRS

PWD

EMG

FMS

ENG

Public Works

Emergency Management

Health Department

Fleet Management Service

Engineering

STOP #20

8:15 PM

Ellis Building

88800 Overseas Hwy, MM 88-89 (gulf)

Plantation Key, Florida 33070

PAO

BLD

TAX

PLN

Building Dept

Tax Collector

Property Appraiser Office

Planning Dept.

STOP #21

8:20 PM

Plantation Government Center

88820 Overseas Hwy, MM 88-89 (gulf)

Plantation Key, Florida 33070

SOE

SSD

VAD

CDF

CLK

Social Services

Veteran Affairs

Supervisor of Elections

Code Enforcement

Clerk of Court

STOP #22

8:35 PM

Key Largo Volunteer Ambulance Corp.

98600 Overseas Hwy, MM 98.6 (median)

Key Largo, Florida 33037

KLV

UKT

Key Largo Volunteer Amb.

Upper Keys Trauma Center

STOP #23

8:45 PM

Tradewinds Plaza

101485 Overseas Hwy, MM 101.485 (ocean)

Key Largo, Florida 33037

LIB

TAX

Key Largo Library

Tax Collector's Office

STOP #24

9:00 PM

Key Largo Transfer Station
1180 State Road 905 (gulf)
Key Largo, Florida 33037

Transfer Station only

STOP #25

9:15 PM

Cardsound Toll Bridge
County Road 905A
US #A1A

CDS

Card Sound Bridge

STOP #26

9:40 PM

Damaron Building
99198 Overseas Highway, Suite II
Key Largo, FL 33037
Approx. 11:00 PM

NEL
EXS

Commissioner Nelson
Extension Service